

AGREED MINUTES

1. The delegation representing the Aeronautical Authority of the Government of the People's Republic of China and the delegation representing jointly the Aeronautical Authorities of the Kingdoms of Norway, Denmark and Sweden met in Oslo on 11 – 12 March 2010 to discuss their civil aviation relations, including new bilateral Air Services Agreements.

Lists of the delegations are attached as Appendix I and II.

2. The discussions were held in cordial and friendly atmosphere. Both delegations reviewed with satisfaction their friendly aviation relations since the establishment of air links between the two sides and expressed their desire to further promote cooperation both at government and aviation level, with a view to accommodating political, economical, cultural and tourist development between the two sides.

3. The delegations agreed upon and initialled new Air Services Agreements, Appendix III.

4. In the course of revising the ASAs, both delegations agreed that while the need to restore legal certainty is acknowledged, the recognition of the right of establishment and the adoption of the community designation clause are not to be intended or construed to enable circumvention and would not prevent the refusal of traffic rights in such case of circumvention.

5. With regard to the use of traffic rights the Chinese delegation stated that it does not entitle the designated airlines of either Contracting Party the special privilege for the right of their desired landing slots nor constitutes any legal obligation to provide such desired landing slots at congested airports, which shall be handled according to the actual circumstances in the spirit of cooperation and understanding based on the principle of IATA rules and regulations in respect of slot coordination and allocation.



6. The delegations noted for the sake of good order that the exchange of letters of 1973 on the Scandinavian cooperation regarding the construction of SAS shall continue to apply.

7. Recognizing that the formalization for the entry into force of the ad referendum Agreements may require some time, the delegations agreed to act in good will and in accordance with the provisions of the new Agreements as in Appendix III before it is formally signed and entered into force in accordance with Article 19 (Entry into Force) of the new Air Services Agreements.

Done in Oslo on 12 March 2010.

For the Chinese delegation



Mr. Li Jiangmin

For the Scandinavian delegation



Mrs. Eva Hildrum

THE SCANDINAVIAN DELEGATION

Mrs. Eva Hildrum	Head of Delegation Secretary General Ministry of Transport and Communications, Norway
Mr. Pierre Chauvin	Senior Adviser Ministry of Transport and Communications, Norway
Ms. Ellen Krag	Senior Executive Officer Ministry of Transport and Communications, Norway
Ms. Charlotte M. Ringkjøb	Senior Legal Adviser Civil Aviation Authority, Norway
Mr. Thorkild Saxe	Head of Section Civil Aviation Administration, Denmark
Mr. Martin Nissen	Head of Section Civil Aviation Administration, Denmark
Mr. Lars Österberg	Director Ministry of Enterprise, Energy and Communications, Sweden
Mr. Anders Gradin	Senior Adviser Swedish Transport Agency – Civil Aviation Department, Sweden
<u>Observer</u>	
Mr. Hans Ollongren	Senior Vice President, Corporate Public Affairs, Adviser to the President, SAS Group

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THE CHINESE DELEGATION

Mr. Li Jiangmin	Head of Delegation Director General Department of International Affairs CAAC
Mr. Shi Boli	Deputy Director General Department of Air Transport CAAC
Ms. Liang Nan	Director Divisions of International Relations Department of International Affairs CAAC
Ms. Bai Wenli	Deputy Director Divisions of International Air Transport Department of Air Transport CAAC
Ms. Yang Ying	Official Department of Laws and Regulations CAAC
Mr. Yang Song	Official Department of International Affairs CAAC
Ms. Ye Hang	Official Department of International Affairs CAAC
<u>Observers</u>	
Mr. Zhang Xin	Chief, Bilateral & Government Affairs International Affairs and Cooperation Air China
Mr. Markus Yan	General Manager Scandinavia & Finland Air China
Ms. Emily Liu	Sales Manager Sweden & Norway Air Chin

Air Services Agreement

between

the Government of the People's Republic of China

and

the Government of the Kingdom of [*Denmark/Norway/Sweden*]

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The Government of the People's Republic of China and the Government of the Kingdom of [*Denmark/Norway/Sweden*], hereinafter referred to as the "Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement for the main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:



* **Article 1**
Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof, insofar as such Annexes and amendments have been adopted by both Contracting Parties;
 - (b) "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China; and in the case of the Kingdom of [Denmark/Norway/Sweden], [*the Danish Civil Aviation Administration / the Ministry of Transport and Communications / the Swedish Transport Agency*]; or in either case any body authorized to perform any particular function to which this Agreement relates;
 - (c) "designated airline", means an airline which has been designated in accordance with Article 3 of this Agreement;
 - (d) "territory", in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;
 - (e) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 96 of the Convention;
 - (f) "Agreement" means this Agreement, its Annex and any amendments thereto;
 - (g) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of Article 15 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement include the Annex unless otherwise stated;
 - (h) "tariff" means the prices to be paid for the carriage of passengers and baggage, and the conditions under which those prices apply, including

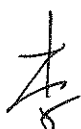


prices and conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration and conditions for the carriage of mail;

- (i) "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crew, passengers and cargo;
- (j) the term "specified route" means a route specified in the Route Schedule;
- (k) "EFTA" means the European Free Trade Association.

2. References in this Agreement to airlines of [*Denmark/Norway/Sweden*] shall be understood as referring to airlines designated by [*Denmark/Norway/Sweden*].

3. References in this Agreement to nationals of [*Denmark/Norway/Sweden*] shall be understood as referring to nationals of the EEA Member States.

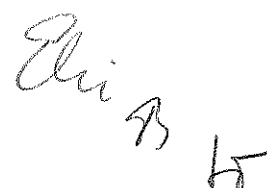


Article 2 Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by airlines designated by the other Contracting Party:
 - (a) to fly without landing, across its territory along the air route(s) prescribed by its aeronautical authorities;
 - (b) to make stops in its territory for non-traffic purposes, in accordance with applicable national regulations; and
 - (c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging - in international traffic - passengers, cargo and mail, separately or in combination, originating in or destined for the first Contracting Party.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right of taking on board - in the territory of the other Contracting Party - passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

3. The airlines of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.



Article 3
Designation and Authorization of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the routes specified in the Annex and to withdraw or alter such designations.
2. On receipt of such a designation, and of applications from the designated airline, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:
 - a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
 - (i) it is established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or under the Agreement on the European Economic Area, and has a valid Operating Licence in accordance with European Union law or in accordance with national law adopted under the Agreement on the European Economic Area; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the EFTA and/or by nationals of such states.
 - b) in the case of an airline designated by the People's Republic of China:

substantial ownership and effective control of the airline is vested in the People's Republic of China or its nationals.
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.



- d) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement.
3. When an airline has been so designated and authorized, it may begin to operate air services on the routes specified in the Annex provided that the airline complies with all applicable provisions of this Agreement.

Article 4 **Revocation or Suspension of Authorization**

1. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:
- a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
- (i) it is not established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties in accordance with the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the EFTA and/or by nationals of such states; or
 - (iv) the air carrier is already authorized to operate under a bilateral agreement between the People's Republic of China and another EEA Member State and that by exercising traffic rights under this



Agreement on a route that includes a point in that other EEA Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, or other not permissible circumventing situation, it would be circumventing restrictions on traffic rights imposed by the other agreement; or

- (v) the air carrier designated holds an Air Operators Certificate issued by an EEA Member State with which the People's Republic of China does not have a bilateral air services agreement and that EEA Member State has denied traffic rights to the People's Republic of China.
- b) in the case of an airline designated by the People's Republic of China:
 - substantial ownership and effective control of the airline is not vested in the People's Republic of China or its nationals.
 - c) that airline has failed to comply with the laws and regulations of the Contracting Party granting this authorization or these permissions.

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article, or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

Article 5

Utilization of Airports and Facilities

1. The designated airline(s) of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates as prescribed by the appropriate authorities of the other Contracting Party.
2. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the Contracting Parties shall be reasonably related to the cost of service rendered to the airline

concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).


3. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the airlines using the services and facilities provided by those charging bodies, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging bodies and such users to exchange appropriate information concerning such charges.

Article 6 Customs Duties

1. Aircraft operated on international air services by a designated airline of either Contracting Party, as well as its regular equipment, spare parts (including engines), supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on the basis of reciprocity on arriving in the territory of the other Contracting Party, provided such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article on the basis of reciprocity:

- (a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
- (b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and



(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

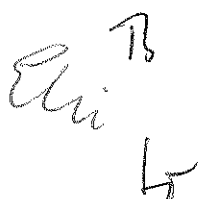
3. The equipment and items referred to in paragraphs 1 and 2 of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items may be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Contracting Party.

5. Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

Article 7 Entry Clearance Regulations

1. Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control.



2. The laws and regulations of one Contracting Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.
3. The laws and regulations of one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing from the territory of the first Contracting Party.
4. Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.
5. Neither Contracting Party may grant any preference to any airline over a designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 8

Capacity Provisions

1. There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified route.
2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.
3. Airlines designated by a Contracting Party may be required to submit their flight schedules for approval to the aeronautical authorities of the other



Contracting Party at least sixty (60) days before the proposed date of their introduction. In special cases this time limit may be reduced by consent of the said authorities.

Article 9 Tariffs

1. Without limiting the application of general competition and consumer law in each Contracting Party, each Contracting Party shall allow tariffs for scheduled air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- (a) prevention of unreasonably discriminatory tariffs or practices;
- (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
- (c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Tariffs for scheduled international air services between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

Article 10



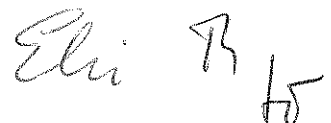
Transfer of Earnings

Each designated airline shall have the right on the reciprocal basis, to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

Article 11 Airline Representation

1. Each Contracting Party grants to a designated airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.
2. The staff members of the representation of the designated airline(s) of each Contracting Party in the territory of the other Contracting Party shall be subject to the laws and regulations of the other Contracting Party.
3. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency, nor shall a Contracting Party restrict the right of a designated airline of the other Contracting Party to pay in local or in any freely convertible currency its locally incurred costs, in accordance with the provisions of the foreign exchange control regulations of that other Contracting Party.

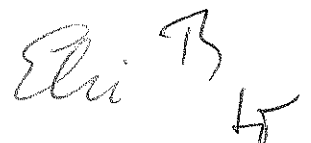
Article 12 Approval of Flight Schedules



1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Contracting Party in accordance with Paragraph 3 of Article 8. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.
2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.
3. The designated airline(s) of either Contracting Party may, according to traffic requirements, apply for operation of extra section on the specified route. The application for such flight shall be submitted to the aeronautical authorities of the other Contracting Party, at least five (5) working days before its proposed operation, and the flight can be operated only after approval has been obtained.

Article 13 **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the



other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.



8. Where [Denmark/Norway/Sweden] has designated an air carrier whose regulatory control is exercised and maintained by another European Union Member State or EEA EFTA State, the rights of the other Contracting Party under Articles 3 and 4 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

Article 14

Aviation Security

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September 1971, and *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory, in the case of [Denmark/Norway/ Sweden], operators of aircraft which are established in its territory under the EU Treaties or in

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accordance with national law adopted under the Agreement on the EEA, and have valid Operating Licences in accordance with European Union law and EEA law, and the operators of airports in its territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of [*Denmark/Norway/Sweden*], European Union law and EEA law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 15

Monitoring, Revision or Termination

1. The Contracting Parties may, at any time, revise or amend this Agreement by mutual consent.
2. The Contracting Parties shall monitor and regularly review the implementation of this Agreement. Such reviews shall in particular assess any



unforeseen negative effects of the Agreement, as perceived by either Contracting Party.

3. Any modification or amendment to this Agreement shall come into force when they have been confirmed through exchange of diplomatic notes between the two Contracting Parties.

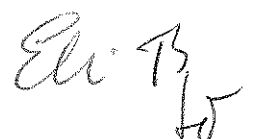
4. Modifications to the Annex to the present Agreement may be made by direct agreement between the Aeronautical Authorities of the Contracting Parties.

5. If requested by either of them, the Contracting Parties shall hold consultations in order to discuss appropriate responses to unforeseen circumstances. If, following such consultations no appropriate response can be agreed by the Contracting Parties, either Contracting Party may terminate this Agreement with twelve months notice. If the above notice is withdrawn before the expiry of this period, this Agreement shall continue to be in force with the concurrence of the other Contracting Party. The Contracting Parties will endeavour to replace it with other arrangements that ensure continued compliance with EU law and EEA law as from the date of termination.

Article 16 **Provision of Statistical Data**

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing market developments. Such statements shall include all information required to determine the amount of traffic carried by the airlines on the agreed services.

Article 17 **Settlement of Disputes**



1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it by negotiation.

2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

Article 18 Registration

This Agreement, its Annex and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organization.

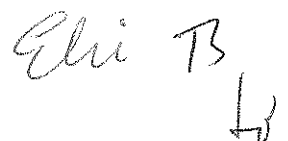
Article 19 Entry into Force

This Agreement shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.

Upon entry into force, this Air Services Agreement shall supersede the previous Air Services Agreement between the Government of the People's Republic of China and the Government of the Kingdom of [*Denmark/Norway/Sweden*] signed at Beijing on [*18 May 1973 / 12 May 1973 / 1 June 1973.*]

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at _____ on _____

in duplicate in the Chinese, [*Danish / Norwegian / Swedish*] and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
the People's Republic of China

FOR THE GOVERNMENT OF
THE KINGDOM OF [*DENMARK/
NORWAY/SWEDEN*]

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ANNEX

1. a) Routes to be operated by the airline or airlines designated by the Government of [*Denmark/Norway/Sweden*]:

Points in [*Denmark/Norway/Sweden*] – Any intermediate points – Beijing and/or Shanghai and/or 3 additional points to be freely selected – Any points beyond.

- b) Routes to be operated by the airline or airlines designated by the Government of the People's Republic of China:

Points in China – Any intermediate points – [*Copenhagen/Oslo/Stockholm*] and/or 4 additional points to be freely selected – Any points beyond.

2. The designated airline(s) of either Party may omit on any or all flights any point on the specified routes and may serve them in any order, provided the agreed service begins and terminates in the territory of the Contracting Party designating the airline.
3. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the above routes shall be agreed upon between the aeronautical authorities of the two Contracting Parties.